

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

KENTUCKY LABORERS DISTRICT COUNCIL
HEALTH AND WELFARE TRUST FUND;
KENTUCKY LABORERS' JOINT
APPRENTICESHIP AND TRAINING TRUST
FUND;
LABORERS' NATIONAL PENSION FUND; and
KENTUCKY LABORERS – EMPLOYERS
COOPERATION AND EDUCATION TRUST,

Case No.: 21-cv-816

Plaintiffs,

vs.

**GLOBAL CONTAINMENT SOLUTIONS, LLC,
a Louisiana Limited Liability Company,**

Defendant.

**STIPULATED ORDER OF DISMISSAL
WITH THE COURT TO RETAIN JURISDICTION TO
ENFORCE THE TERMS OF THE PARTIES' SETTLEMENT AGREEMENT**

The Plaintiffs, the KENTUCKY LABORERS DISTRICT COUNCIL HEALTH AND WELFARE TRUST FUND *et al.* (the "Plaintiffs") and the Defendant, GLOBAL CONTAINMENT SOLUTIONS, LLC, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, hereby submit this Stipulated Order for Dismissal of this Lawsuit with the Court to Retain Jurisdiction to Enforce the Terms of the Parties' Settlement Agreement and stipulate as follows:

WHEREAS, the Parties in this matter have reached a Settlement Agreement and stipulate to the dismissal of the above-captioned matter without prejudice, reserving jurisdiction in this Court to reinstate proceedings to enforce certain terms of the Settlement Agreement entered into by and between the Parties in March 2022 under the authority of *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 381-82 (1994).

IT IS HEREBY ORDERED:

1. This above-captioned case is hereby dismissed without prejudice.
2. The Court shall retain jurisdiction over the Parties and hereby grants the Plaintiffs leave to reinstate the proceedings in the above-captioned matter to enforce the terms of the Settlement Agreement entered into by and between the Parties in March 2022 but not later than March 15, 2023. The Parties are barred from relitigating any claims raised in this litigation or any claims released by means of the Settlement Agreement.
3. Pursuant to the Settlement Agreement entered into by and between the Parties in March 2022, the Defendant is obligated to pay monthly installments to the Plaintiffs for a period of eleven (11) months, with the final installment due on February 15, 2023. Failure by the Defendant to comply with its payment obligation shall constitute a breach of the Settlement Agreement.

4. In the event a motion to reinstate to enforce settlement is not filed on or before March 15, 2023, the dismissal without prejudice will automatically convert to a dismissal with prejudice and with each party to bear its own fees and costs, and the Court shall relinquish jurisdiction.

Dated at Milwaukee, Wisconsin this 10th day of May, 2022.



William E. Duffin
WILLIAM E. DUFFIN
U.S. Magistrate Judge